

EMERALD
CRUISES

SAMPLE




[Itinerary Name] | [days] Gift Certificate

Exclusively for

[Accommodation Type]

Certificate ID#:

[Certificate ID]


ELIZABETH FETTES
VP Of Sales

Date Of Issue



TERMS & CONDITIONS: The following terms and conditions (the "Terms") apply to the Certificate issued by Scenic Tours (USA), Inc. related to trips offered under the Scenic Tours and Emerald Cruises brands ("Scenic" or "us" or "we"). For purposes of these Terms, "You" and "Your" shall mean the holder of the Certificate.

- A. For a period of 24 months commencing on the issue date of the Certificate specified on the front of the Certificate (the "Term"), You may redeem the Certificate for a booking of up to two passengers for a stateroom category room on the cruise specified on the front of the Certificate. The Certificate shall become null and void if not redeemed during the Term.
- B. If approved by Scenic, in its sole discretion, the Certificate may be redeemed during the Term for a cruise or travel accommodations with us other than as specified on the front of the Certificate (with rates provided at time of booking and subject to availability). If an alternate trip is authorized, the value of the Certificate shall equal the fixed dollar amount of the Certificate at time the Certificate was purchased (the "Face Value"). The Face Value shall be applied to Your booking and at the time of booking You must pay to Scenic the difference between the Face Value and the price of the cruise or travel accommodations actually booked. In all cases, if the Face Value exceeds the cruise or travel accommodations actually booked, the difference in value shall be forfeited by You. Scenic will use reasonable efforts to provide the lowest publicly available fare offered by Scenic at the time of Your booking for an authorized trip (subject to availability), including available promotional rates unless otherwise expressly provided in the terms and conditions for such promotion and at all times subject to Scenic's sole discretion.
- C. The Certificate cannot be used to purchase any cruise or other travel accommodations offered by any other entity, whether affiliated with Scenic or not. The Certificate cannot be used and is not applicable towards a room block that has been purchased by a third party and is then being resold or for a stateroom that is included as part of a group booking or full ship charter made with Scenic.

REDEEMING YOUR CERTIFICATE

To redeem the Certificate, contact our Reservations department by emailing Your name and the Certificate ID# to the following email address:

The Reservations department is open from 9:00am to 5:00pm Eastern Standard Time Monday through Friday.

GENERAL TERMS AND CONDITIONS

- A. All persons actually booked through the redemption of this Certificate must satisfy Scenic's then current minimum age requirements. Passengers under the age of 18 years (as of the applicable departure date) must be accompanied by an adult and share their accommodation with an adult. Children under the age of 12 years are not encouraged (with the exception of Christmas Journeys and Cruises) and may be accepted in Scenic's sole discretion.
- B. Scenic will not, under any circumstances, pay a commission in connection with or related to the redemption and/or utilization of this Certificate.
- C. Requested travel dates and balcony category may be capacity controlled and is subject to actual availability. Certificates may be upgraded at the Certificate holder's expense.
- D. By redeeming this Certificate, the holder agrees to be bound by Scenic's other policies and terms and conditions, including, without limitation, Scenic's passenger/booking terms and conditions and the following Scenic cancellation terms and conditions:

SCENIC TOURS CANCELLATION TERMS & CONDITIONS: In the unfortunate event a participant must cancel travel, written notice must be delivered to Scenic Tours (USA), Inc. via email to: cancellations_US@scenicusa.com. Any cancellation notice must clearly and correctly state each passenger's name, ship/vessel name, start and end date of the cruise, and a brief statement of the reason for cancellation. The effective date of the cancellation is the date Scenic actually receives the cancellation notice. All cancellation charges are per-person, based on the applicable cancellation date, and in accordance with the applicable terms and conditions located at the following webpage on the Scenic website: <https://www.scenicusa.com/terms-and-conditions> and <https://www.emeraldcruiess.com/terms-and-conditions>. Cancellation notices received within the period applicable to your cruise will be eligible to receive a credit against a future Scenic cruise in the amount equal to the Face Value of the Certificate minus any applicable cancellation charges. The credit value is valid for one year from the day of cancellation. No cash refunds will be provided. Any penalties assessed for vacation experiences offered by another entity, regardless of whether such entity is affiliated with Scenic, in conjunction with the cruise subject to the cancellation notice will be assessed from any monies paid and will not be covered by the value of the Certificate.

For full terms and conditions and passenger ticket contracts which also apply to redemption of the Certificate, visit <https://www.scenicusa.com/terms-and-conditions> and <https://www.emeraldcruiess.com/terms-and-conditions>.

- E. This Certificate may not be combined with any travel protection plan offered by Scenic.
- F. Passengers are responsible for meeting all requirements in accordance with each country's entry guidelines and policies.
- G. Payments made to purchase the Certificate are nonrefundable and the Certificate cannot be redeemed for cash. Lost or stolen Certificates or Certificates used without permission will not be replaced. This Certificate has no cash value (\$0).
- H. This Certificate is non-transferable once gifted. This Certificate is void if re-sold for cash or other consideration except as expressly authorized in writing by Scenic. Any tax liability connected with the receipt or use of this Certificate is the sole responsibility and liability of the person giving or receiving the Certificate, and shall not be the responsibility of Scenic under any circumstances.
- I. This Certificate shall be void where prohibited or restricted by law. These Terms are subject to change at the sole discretion of Scenic and without notice. THIS CERTIFICATE IS NOT VALID FOR SALE TO CUSTOMERS LOCATED IN QUEBEC, CANADA OR PUERTO RICO. 23-MB-047 June 15/23